

(Rev. 2/5/98) Summons in a Civil Action

United States District Court

SOUTHERN

DISTRICT OF

NEW YORK

RECEIVED
JUL 26 2007
13:00
LEGAL DEPARTMENT
Personnel served

Josephine Drakeford

SUMMONS IN A CIVIL CASE

v.

CASE NUMBER:

07 CV 3489

JUDGE DANIELS

Washington Mutual

TO: (Name and address of defendant)

UNITED STATES POSTAL SERVICE
REGISTRATION MAIL
2007 JUL 17 AM 11:50
55 EAST 99TH STREET #8D
NEW YORK, NEW YORK 10029

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)
Pro Se Josephine Drakeford
55 East 99th Street, #8D
New York, New York 10029

An answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

MAY 02 2007

CLERK

DATE

Manos Quintero

(BY) DEPUTY CLERK

JUDGE DANIELS**07 CV 3489**

DECLARATION IN SUPPORT OF REQUEST TO PROCEED IN FORMA PAUPERIS

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORKJOSEPHINE DRAKEFORD
(petitioner/plaintiff)

-v-

WASHINGTON MUTUAL,
(respondent(s)/defendant(s))

L.F.P. GRANTED.
Leave to proceed in this Court
without payment of fees is
authorized. 28 U.S.C. § 1915.
 JUL 26 2007
 LEGAL DEPARTMENT

So Ordered:MAY 01 2007
(Date)UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORKChief Judge

I, JOSEPHINE DRAKEFORD, am the petitioner/plaintiff in the above entitled case. In support of my motion to proceed without being required to prepay fees or costs or give security therefore, I state that because of my poverty I am unable to pay the costs of said proceeding or to give security therefore, that I believe I am entitled to redress.

I declare that the responses which I have made below are true.

1. If you are presently employed, state the amount of your salary wage per month, and give the name and address of your last employer. **YOU MUST ANSWER THIS QUESTION EVEN IF YOU ARE INCARCERATED.**

Retired.

2. If you are **NOT PRESENTLY EMPLOYED**, state the date of last employment and amount of the salary per month which you received AND how long the employment lasted. **YOU MUST ANSWER THIS QUESTION EVEN IF YOU ARE INCARCERATED. IF YOU HAVE NEVER BEEN EMPLOYED, SAY SO.**

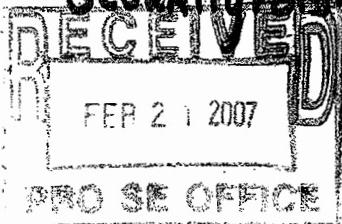
Retired 2/22/00 at a salary of \$1,993.00 monthly, employment was 6 yrs.

3. Have you ever received, within the past twelve months, any money from any of the following sources?

- | | | |
|--|---|--|
| a. Business, profession, or form of self-employment? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| b. Rent payments, interest, or dividends? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| c. Pensions, annuities, or life insurance payments? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| d. Gifts or inheritances? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| e. Any form of public assistance? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| f. Any other sources? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |

If the answer to any of the questions in part three is yes, describe each source of money and state the amount received from each during the past months.

(C) Pension, began March, 2000 was \$253 monthly; now \$338.38, Social Security \$1815.00 as of 2/14/07.
as of 9/30/06



4. Do you own any cash or do you have money in a checking or savings account?

YES NO _____ (Including any funds in prison accounts)
If the answer is yes, state the total value owned.

MCU share account, balance \$68.00 and Checking account \$1200 balance.

5. Do you own any real estate, stock, bonds, notes, automobiles, or other valuable property (including ordinary household furnishings and clothing)?

YES NO _____
If the answer is yes, describe the property and state its approximate value.

STOCK = \$77.18

6. List the person(s) who are dependent upon you for support, state your relationship to those person(s), and indicate how much you contribute toward their support at the present time.

No one

7. If you live in a rented apartment or other rented building, state how much you pay each month for rent. Do not include rent contributed by other people.

\$379.38 monthly.

8. State any special financial circumstances which the court should consider in this application.

I am totally indigent. When I retired I believed I would have a part-time job, but so far I have not been able to obtain work.
I understand that a false statement or answer to any questions in this declaration will subject me to the penalties for perjury.

I declare under penalty of perjury that the foregoing is true and correct.

signed this 15th day of FEBRUARY, 2007

Jeanine Brakford
(signature)



Office of the New York State Comptroller
Alan G. Hevesi
New York State and Local Retirement System
Employees' Retirement System
Police and Fire Retirement System

110 State Street, Albany, New York 12244-0001
Phone: 1-866-805-0990 or 518-474-7736 Fax: 518-402-4433
E-mail: nyslrsinfo@osc.state.ny.us Web: www.osc.state.ny.us/retire



Mr. Josephine Drakeford
55 E 99th St Apt 8d
Ny NY 10029

September 2006
Office use: 000010105
Reg. No: 37418142
Ret. No: 0S6778070

YOUR 2006 COLA INCREASE INFORMATION

Starting with your September 30, 2006 payment:

Your monthly COLA benefit will include an increase of \$5.67.

Your gross monthly pension will increase from \$332.71 to \$338.38. (This does not reflect adjustments for taxes, health insurance, dues or any other amount that may be deducted from your monthly pension or for Medicare adjustments that may be added to your monthly pension.)

These figures are based on an annual cost-of-living increase of 1.7 percent.

If you have any questions, contact our Call Center toll-free at 1-866-805-0990, or 518-474-7736 if you live within the Albany, New York area.

Social Security Administration Retirement, Survivors and Disability Insurance

Important Information

Northeastern Program Service Center
1 Jamaica Center Plaza
Jamaica, New York 11432-3898
Date: January 2, 2007
Claim Number: 124-32-8284A

1226 T2R M04,PCI,NJA,T057,
JOSEPHINE DRAKEFORD
55 E 99 ST 8D
NEW YORK NY 10029-6015

000009415 01 AB 0.317



You told us that you do not want medical insurance under Medicare.

What We Will Pay And When

- You will receive \$815.00 for January 2007 around February 14, 2007.
- After that you will receive \$815.00 on or about the second Wednesday of each month.

Information About Medicare

If we have taken out any premiums for months when you were not entitled to Medicare medical insurance, we will return the money to you.

If you decide in the future that you would like to have medical insurance coverage again, you will have to wait until the next general enrollment period. A general enrollment period takes place in January, February, and March of each year and coverage would begin the following July.

You may also be able to enroll during a special enrollment period. You can do this if you meet all of the conditions listed below:

- Your health insurance coverage is under an employer's plan because you or your spouse is working, and
- You have had health insurance coverage under that plan since you became age 65.

You may enroll for Medicare medical insurance at any time you are covered under the group health plan. However, you may wait and enroll during the 8-month period that begins when the work ends or your coverage under the plan ends, whichever occurs first.



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JUDGE DANIELS

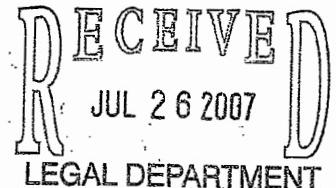
JOSEPHINE DRAKEFORD,
Plaintiff,

07 CV 3489

-v-

WASHINGTON MUTUAL,
Defendant.

COMPLAINT



JOSEPHINE DRAKEFORD, the plaintiff pro se, residing at 55 East 99th St., #8D, New York, N. Y. complains of the defendant and alleges upon information and belief as follows:

AND FOR A FIRST CAUSE OF ACTION ON BEHALF OF THE

PLAINTIFF, JOSEPHINE DRAKEFORD

RECEIVED
FEB 21 2007

FIRST: That at all times hereinafter mentioned, the defendant was a banking

institution, a member of the Federal Deposit Insurance Corporation, doing business under federal and state law, receiving deposits and exercising fiduciary powers as stated in 15 USCA 78. The address of the Chairman and CEO of defendant, Kerry K. Killinger is 1201 Third Ave., Seattle, Washington 98101.

SECOND: That on December 22, 2006 she withdrew \$20 from an ATM machine and the receipt read "available balance \$12.45" (Exhibit A-2). Plaintiff knew her account

balance as of the date of her reconcilement statement showed a balance of \$1,427.57 (Exhibit A). Exhibit D states \$1,000 customer withdrawal." This form of larceny is nothing but embezzlement and false pretenses, all three of which are often subsumed under the statutory crime of "theft." According to 4 Stephen's Commentaries on the Laws of England 72-73 (L. Crispin Warmington ed., 21st ed. 1950) this is an infringement of possession, accompanied with a particular criminal intent.

THIRD: That by reason of the above-stated facts, the defendant, its agents, servants and employees is liable to the plaintiff in strict tort.

FOURTH: That as a result of the aforesaid, the plaintiff suffers damages because of the theft of her funds. This statement (Exhibit D) shows an insidious way in which defendant was extorting money from her account, taking money from her balance to prevent her from being overdrawn; nevertheless, they would still deduct an additional \$50 towards the "outstanding" balance in the line of credit account. The law of torts is concerned with the duty to respect the property of others as in Hill v. City of Boston, 122 Mass. 344, 1877 WL 10155 (1877); Tuttle v. Buck, 107 Minn. 145, 1190 N.W. 946 (1909) and a cause of action in tort may be predicated upon an unlawful interference with the enjoyment by another of his private property as illustrated in Manro v. Almeida, 23 U.S. 473, 6 L.Ed. 369 (1825); Hodges v. Pine Product Co., 135 Ga. 134, 68 S.E. 1107 (1910). The theft of at least \$1,500 from plaintiff's checking account is a violation of the U. S. Constitution, Amendment XIV, Sec. 1 speaks of the deprivation of the rights of a person, his life, liberty or property. The damages are embarrassment because of being unable to pay rent, telephone bills, food and personal items. Plaintiff seeks \$500 for each day defendant withheld her money:

12/22 - 12/31	10 days	=	\$ 5,000
1/1 - 1/31	31 days	=	\$15,500
2/1 - 2/13	13 days	=	<u>\$ 6,500</u>
Total =			\$27,000

**AS AND FOR A SECOND CAUSE OF ACTION ON BEHALF OF THE
PLAINTIFF, JOSEPHINE DRAKEFORD**

FIFTH: The plaintiff repeats and reiterates all the allegations contained in paragraphs numbered "FIRST" through "FOURTH" inclusive, with the same force and effect as though fully set forth at length herein. To illustrate the criminality evidenced in this case, when plaintiff called Customer Service on December 24, 2006, she was told her balance was \$1,624.61 as of 12/13/06 (Exhibit B). The copy of her check book showed that from December 13, 2006 she spent only \$377.42 (checking account #936-007854-1). A child in elementary school can subtract \$377.42 from \$1,624.61 and get the correct balance of \$1,247.19 and not a balance of \$12.00.

SIXTH: That by reason of the above stated facts, the defendant, its agents, servants and employees is liable to the plaintiff in strict tort.

SEVENTH: That as a result of the aforesaid, the plaintiff is suffering from mental anguish, and an infraction of her legal and personal rights to have access to her property—her money. This has created extreme emotional distress for plaintiff. Defendant's actions have subjected plaintiff to indignity, humiliation and embarrassment. Defendant not only deprived plaintiff of her money, but sought to injure her financially and make her homeless. Plaintiff cannot rent an apartment without paying for it. For the

past two months she had to delay the paying of her rent and phone bills. That as a result of the aforesaid, the plaintiff has been damaged in the sum of \$30,500.

AS AND FOR A THIRD CAUSE OF ACTION ON BEHALF OF THE
PLAINTIFF, JOSEPHINE DRAKEFORD

EIGHTH: The plaintiff repeats and reiterates all the allegations contained in paragraphs numbered "FIRST" through "SEVENTH" inclusive, with the same force and effect as though fully set forth at length herein. The defendant willfully, knowingly and intentionally, with malice aforethought, continued to send overdraft line of credit notices to plaintiff after embezzling her money, approximately \$1,500 (Exhibit C). Defendant has sent no less than four of these overdraft line of credit notices to plaintiff (Exhibit C).

NINTH: That by reason of the above stated facts, the defendant, its agents, servants and employees is liable to the plaintiff in strict tort.

TENTH: That as a result of the aforesaid, the plaintiff is suffering from mental anguish, and an infraction of her legal and personal rights to have access to her property—her money. This has created extreme emotional distress for plaintiff. Defendant's actions have subjected plaintiff to indignity, humiliation and embarrassment. Defendant not only deprived plaintiff of her money, but sought to injure her financially and make her homeless. Plaintiff cannot rent an apartment without paying for it. For the past two months she had to delay the paying of her rent and phone bills. That as a result of the aforesaid the plaintiff has been damaged in the sum of \$10,000.

AS AND FOR A FOURTH CAUSE OF ACTION ON BEHALF OF THE
PLAINTIFF, JOSEPHINE DRAKEFORD

ELEVENTH: The plaintiff repeats and reiterates all the allegations contained in paragraphs numbered "FIRST" through "TENTH" inclusive, with the same force and effect as though fully set forth at length herein. Defendant gave plaintiff an overdraft line of credit account which, supposedly, would eliminate the overdraft fee of \$30.00. However, defendant, despite the direct deposits, would claim each month that plaintiff did not have sufficient funds and would automatically claim they had to extend either \$50 or a \$100 credit each month. At the same time defendant would be deducting \$50 on the balance to the line of credit account from plaintiff's funds. Each month, despite having taken out money previously, the balance would never go down (Exhibit F). Additionally, defendant would charge—despite the line of credit—an additional \$30 - \$32 for "insufficient funds (Exhibit E). There are federal laws, such as the Glass-Steagall Act 12 USCA Sec. 378, that were set up to protect depositors. I am sure that defendant's actions violate a plethora of federal and state laws.

TWELFTH: That by reason of the above stated facts, the defendant, its agents, servants and employees is liable to the plaintiff in strict tort.

THIRTEENTH: That as a result of the aforesaid, the plaintiff is suffering from mental anguish, and an infraction of her legal and personal rights. This has created extreme emotional distress for plaintiff. Defendant has fabricated a vicious cycle of keeping plaintiff in debt. **Defendant fabricates the need for credit when funds sufficient funds are in the account.** These actions have subjected plaintiff to indignity, humiliation and embarrassment. Plaintiff cannot rent an apartment without paying for it.

For the past two months she had to delay the paying of her rent and phone bills. That as a result of the aforesaid the plaintiff has been damaged in the sum of \$10,000.

AS AND FOR A FIFTH CAUSE OF ACTION ON BEHALF OF THE
PLAINTIFF, JOSEPHINE DRAKEFORD

FOURTEENTH: The plaintiff repeats and reiterates all the allegations contained in paragraphs numbered "FIRST" through "THIRTEENTH" inclusive, with the same force and effect as though fully set forth at length herein On February 1, 2007 defendant restores \$1,000 to plaintiff's account after deducting \$50 (Exhibit E). Defendant's overdraft line of credit accounts are what are spoken of in Baldridge v. Hadley, C.A. 10 (N.M.) 1974, F. 2d 859, certiorari denied 94 S.Ct.2608, 417 U.S. 910, 41 L.Ed.2d 214, rehearing denied 95 Ct. 159, 419 U.S. 886, 42 L.Ed. 2d 130: "Generally, fraud consists of some deceitful practice or willful device resorted to for purpose of inducing another, in reliance on it, to surrender money, property, or legal rights; it connotes perjury, falsification, concealment and misrepresentation." Also, this is a blatant violation of plaintiff's constitutional rights, Amendment IV "The right of the people to be secure in their persons, houses, papers, and effects..."

FIFTEENTH: That by reason of the above stated facts, the defendant, its agents, servants and employees is liable to the plaintiff in strict tort.

SIXTEENTH: That as a result of the aforesaid, the plaintiff is suffering from mental anguish, and an infraction of her legal and personal rights. This has created extreme emotional distress for plaintiff. Defendant has fabricated a vicious cycle of keeping plaintiff in debt. **Defendant fabricates the need for credit when funds**

sufficient funds are in the account. These actions have subjected plaintiff to indignity, humiliation and embarrassment. Plaintiff cannot rent an apartment without paying for it. For the past two months she had to delay the paying of her rent and phone bills. That as a result of the aforesaid the plaintiff has been damaged in the sum of \$10,000.

**AS AND FOR A SIXTH CAUSE OF ACTION ON BEHALF OF THE
PLAINTIFF, JOSEPHINE DRAKEFORD**

SEVENTEENTH: The plaintiff repeats and reiterates all the allegations contained in paragraphs numbered "FIRST" through "SIXTEENTH" inclusive, with the same force and effect as though fully set forth at length herein.

EIGHTEENTH: That by reason of the above stated facts, the defendant, its agents, servants and employees is liable to the plaintiff in strict tort

NINETEENTH: On December 26, 2006 at 12:30 p.m. plaintiff visited to one of the branches of defendant at 1221 Madison Ave., New York, N. Y. 10028 to protest the withdrawal of over a thousand dollars from her account. One of defendant's representatives, Ms. Anny Delance, Sr. Personal Financial Representative, Consumer Lending Consultant told plaintiff "You withdrew \$1,000 on December 21, 2006. R.F.V. Heuston, Salmond on the Law of Torts 387 (17th ed. 1977) well describes the further actions of defendant when confronted with this thievery: "The tort of deceit consists in the act of making a willfully false statement with the intent that the plaintiff shall act in reliance on it, and with the result that he does so act and suffers harm in consequence... There are four main elements in this tort: (1) there must be a false representation of fact; (2) the representation must be made with knowledge of its falsity;

(3) it must be made with the intention that it should be acted on by the plaintiff, or by a class of persons which includes the plaintiff, in the manner which resulted in damage to him; (4) it must be proved that the plaintiff has acted upon the false statement and has sustained damage by so doing.”

Additionally, Restatement (Second) of Contracts Sec. 162(1) (1979) well describes what also happened: “A misrepresentation is fraudulent if the maker intends his assertion to induce a party to manifest his assent and the maker (a) knows or believes that the assertion is not in accord with the facts, or (b) does not have the confidence that he states or implies in the truth of the assertion, or (c) knows that he does not have the basis that he states or implies for the assertion.”

TWENTIETH: That as a result of the aforesaid, the plaintiff is suffering from mental anguish, and an infraction of her legal and personal rights. This has created extreme emotional distress for plaintiff. Defendant has fabricated a vicious cycle of Extreme poverty which would lead to homelessness. These actions have subjected plaintiff to indignity, humiliation and embarrassment. Plaintiff cannot rent an apartment without paying for it. For the past two months she had to delay the paying of her rent, her creditors, insurance companies and phone bills. That as a result of the aforesaid the plaintiff has been damaged in the sum of \$10,000.

**AS AND FOR A SEVENTH CAUSE OF ACTION ON BEHALF OF THE
PLAINTIFF, JOSEPHINE DRAKEFORD**

TWENTY-FIRST: The plaintiff repeats and reiterates all the allegations contained in paragraphs numbered “FIRST” through “TWENTIETH” inclusive, with the same force and effect as though fully set forth at length herein.

TWENTY-SECOND: The fiduciary relationship with plaintiff was breached because defendant was required to act for the benefit of her on all matters within the scope of their relationship. Defendant had the duty to exercise good faith, trust, confidence and candor. It had the duty to exercise a high standard of care in the management of plaintiff's money. Defendant, obviously, has cameras in the bank and no withdrawals can occur without documentation, none of which were produced by defendant when plaintiff confronted it. A police report was filed (Exhibit G) because several crimes had been committed: identity theft, grand larceny, lying, fraud, to name just a few.

TWENTY-THIRD: That by reason of the above stated facts, the defendant, its agents, servants and employees is liable to the plaintiff in strict tort.

TWENTY-FOURTH: That as a result of the aforesaid, the plaintiff is suffering from mental anguish, and an infraction of her legal and personal rights. This has created extreme emotional distress for plaintiff. Defendant has fabricated a vicious cycle of Extreme poverty which would lead to homelessness. These actions have subjected plaintiff to indignity, humiliation and embarrassment. Plaintiff cannot rent an apartment without paying for it. For the past two months she had to delay the paying of her rent, her creditors, insurance companies and phone bill. As a result of the aforesaid, the plaintiff has been damaged in the sum of \$10,000.

AS AND FOR A EIGHTHCAUSE OF ACTION ON BEHALF OF THE

PLAINTIFF, JOSEPHINE DRAKEFORD

TWENTY-FIFTH: The plaintiff repeats and reiterates all the allegations contained in paragraphs numbered "FIRST" through TWENTY-FOURTH" inclusive,

with the same force and effect as though fully set forth at length herein. Defendant unlawfully withdrew funds from plaintiff's account. For the last few years plaintiff noticed that defendant deliberately always would say credit of \$50 - \$100 for the last three years at least. Consequently, plaintiff will say defendant has been unlawfully taking and carrying away her personal property (money) with the intent to deprive her of it permanently since she opened her account. Since opening up the new account, defendant will continue to adhere to this form of larceny by monthly deductions and monthly crediting.

TWENTY-SIXTH: That by reason of the above stated facts, the defendant, its agents, servants and employees is liable to the plaintiff in strict tort.

TWENTY-SEVENTH: That as a result of the aforesaid, the plaintiff is suffering from mental anguish, and an infraction of her legal and personal rights. This has created extreme emotional distress for plaintiff. Defendant has fabricated a vicious cycle of Extreme poverty which would lead to homelessness. These actions have subjected plaintiff to indignity, humiliation and embarrassment. Plaintiff cannot rent an apartment without paying for it. For the past two months she had to delay the paying of her rent, her creditors, insurance companies and phone bill. As a result of the aforesaid, the plaintiff has been damaged in the sum of \$10,000.

JURISDICTION

The United States District Court has jurisdiction because of the violation of federal laws, and because defendant has branches throughout the United States. 17 Am Jur 2d Sec. 591 "Where the facts presented are undisputed, whether they constitute a performance or a breach of a written contract is a question of law for the court." This

opinion was rendered in the case of *N. Estrada, Inc. v. Terry*, 293 S.W. 286 (Tex. Civ. App. Texarkana 1927). Additionally, 32 Am Jur 2d, Sec. 1028 "Whether an action is between citizens of different states, for diversity purposes, is a question of law to be determined by the trial court and is controlled by the status of the parties at the time suit is begun (*Barrett v. Covert* (Ed Pa) 354 F. Supp. 446). The corporate headquarters of defendant are in Seattle, Washington and plaintiff resides in New York City.

Additionally, the theft of at least \$1,500 from plaintiff's checking account is a violation of the U. S. Constitution, Amendment XIV, Sec. 1 speaks of the deprivation of the rights of a person, his life, liberty or property.

Generally, fraud consists of some deceitful practice or willful device resorted to for purpose of inducing another, in reliance on it, to surrender money, property, or legal rights; it connotes perjury, falsification, concealment and misrepresentation. Defendant grossly violated plaintiff's constitutional rights, Amendment IV "The right of the people to be secure in their persons, houses, papers, and effects..."

WHEREFORE, plaintiff prays the court for judgment against defendant as follows:

- (a) Discontinuance of unlawfully withdrawing money from her account.
- (b) Discontinuance of overdraft line of credit account.
- (c) Enjoin defendant from committing any further acts in furtherance of this deceit, lying, fraud and embezzlement.
- (d) Award plaintiff compensatory and incidental damages recovery for this deliberate and continuous thievery, as well further attempts to create a condition of extreme poverty in plaintiff's life for the sum of \$117,000.

(e) Award plaintiff the right to proceed in forma pauperis, the right to appeal, together with such other relief, not necessarily limited to pecuniary relief, as the Court may deem plaintiff entitled to receive.

Dated: New York, N. Y.

February 15, 2007


JOSEPHINE DRAKEFORD
Plaintiff Pro
55 E. 99th St. #8D
New York, N. Y. 10029
646-672-1995

EXHIBIT “A”

STEP 2 - List outstanding checks, other transactions, POS, ATM, POG and other withdrawals

ENTER CHECK NUMBER OR DATE

POS 12/8

Atm 12/8

" 12/9

POS 12/9

1258

POS 12/12

" 12/12

" 12/13

~~Atm~~ 3659

3660

2661

2662

Page 2

TOTAL OUTSTANDING CHECKS & OTHER TRANSACTIONS

DATE	AMOUNT
114.09	
21 10	
60 -	
20 -	
12 99	
23 90	
21 19	
15 62	
17 34	
15 .71	
20 -	
11 38	
41 -	
74 .48	
280 23	
354 169	

DATE	AMOUNT
12/6	10 50
12/13	789
12/14	5 49
	9 77 27

SUB TOTAL

17 82 26

354 69

1427 57?

IF BALANCES DO NOT AGREE

Check addition and subtraction in your register and above.

Compare your checks, other transactions, POS, ATM, POG and other withdrawals in your register with statement.

Compare deposit receipts and entries in your register with statement.

Be sure all checks, debit ATMs, POGs and other payments and deposits in your register in your register.

Be sure all items you have entered in the deposit section and have entered in the debit section of your register.

are necessary from time to pay multiple transactions in excess of your available balance and any fees related to you. We will review the transaction(s) that exceed your available limit and may add and/or remove at any time without notice, including before you actually receive your statement due to printing and mailing time as well as our process for reviewing overdraft limits. An overdraft limit is a line of credit. If you prefer not to have an overdraft limit, let us know and we would then generally restrict checks and other transactions that exceed your available balance. The best way to make sure your transactions are paid is to maintain sufficient available funds in your account to pay your authorized transactions and fees which may be due related to your account. If an item/transaction is presented in insufficient available funds, we may charge a fee for each transaction, whether the item/transaction is paid or rejected and the total amount of any overdraft paid will reduce the overdraft limit amount, if a transaction deposit is forced to pay for your overdraft and any associated fees immediately.

OVERDRAFT LINE OF CREDIT ("ODLOC") DISCLOSURES

This information applies only to overdraft lines of credit issued to consumers primarily for non-business, household purposes.

For most ODLLOCs, the daily available balance on each calendar month from the date we make the first available advance until the end of the grace period will equal the amount of the last ODLLOC advance less any fees and interest charged plus the daily periodic rate(s) applicable during the billing cycle. The final amount of the daily periodic rate(s) must be disclosed as part of the terms of the ODLLOC. The daily periodic rate(s) for the billing period by (1) multiplying the average daily balance of your ODLLOC (including cash advances) for the portion of the billing cycle that each day is present by the applicable daily interest rate, (2) adding the products together and (3) dividing by the total number of days in the billing cycle.

BILLING CYCLE SUMMARY

If you think your ODLLOC statement is wrong or if you need more information about another transaction on your statement, write to us on a separate sheet of paper, at Washington Mutual Bank Attn: Resolution Service, One 1206, P.O. Box 60111, Seattle, WA 98111, as soon as possible. Write a letter from you no later than sixty (60) days after we send you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your right to your letter, give us the following information:

Your name and account number.

The dollar amount of the suspected error.

Please state the error amount, if you know why you believe there is an error.

If you need more information, describe the item you are unsure about. You do not have to pay any amount in question that we are investigating, but you are still obligated to pay the amounts that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount in your question.

NOTICES OF FURNISHING NEGATIVE INFORMATION

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OVERDRAFTS, ON YOUR ACCOUNT ARE REFLECTED IN YOUR CREDIT REPORT.

BANKRUPTCY NOTICE

If you are in bankruptcy or have been granted relief, THIS IS FOR INFORMATIONAL PURPOSES ONLY. PLEASE SEE A LAWYER TO COLLECT A DEBT FROM YOU INDIVIDUALLY.

ELECTRONIC FUND TRANSFER DISCLOSURES

IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR ELECTRONIC TRANSFERS:

Telephone us at 1-800-738-7003 or write us at Washington Mutual Electronic Banking Service P.O. Box 1206, Burien, WA 98128, as soon as you can, to thank your statement or receipt is wrong, or if you need more information about transfers on or in the statement or receipt. A mail return envelope is provided on the statement or receipt. A mail return envelope is provided on the statement or receipt.

Telephone us at 1-800-738-7003 or write us at Washington Mutual Electronic Banking Service P.O. Box 1206, Burien, WA 98128, as soon as you can, to thank your statement or receipt is wrong, or if you need more information about transfers on or in the statement or receipt.

We will review your complaint or question from your account or receipt in writing within ten business days. If your account is open for a period of time, you may want to send primarily for personal funds, to your bank, property, we will file the complaint or question within 10 business days of the day you made the complaint or question. We will correct any error promptly. It may take longer to file the complaint or question, up to 60 days, or 90 days in the case of a new account in the United States or its territories or of the United States of any FDIC transaction, to investigate your complaint or question. To do this, we will recredit your account within 10 business days, or 20 business days in the case of a new account, for the amount you think is in error. You will have the use of the money during the time it takes us to complete our investigation. If we are unable to put your complaint or question in writing and we do not receive it within 10 business days, or 60 days, as applicable, we may not recredit your account if we decide that there was no error. You will also get a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

TRANSACTION DESCRIPTIONS

Each line of text entered is assignable to one of the following categories. The category listed below each line of text is the category to which the line of text belongs. The line of text is not necessarily limited to the category listed below it.

1. Deposit into checking account

2. Deposit into savings account

3. Withdrawal from checking account

4. Withdrawal from savings account

5. Transfer from checking account

6. Transfer to checking account

7. Transfer from savings account

8. Transfer to savings account

9. Purchase of investment

10. Payment of investment

11. Purchase of mutual fund

12. Payment of mutual fund

EXHIBIT “A1”

Filed 10/19/2007

Page 21 of 97

NUMBER OR CODE	DATE	PAYMENT AMOUNT	AMOUNT PAID	AMOUNT RECEIVED	ATM Teller
1148	11/29	Rite Aid	13 31	13 31	
1129		Foodsaver Supermarket		38 17	49 48
1130		Dm. Sup.	3 30	3 30	
2655	"	A YCH D	34 00	34 00	
2656	"	Urgar, p. 11	56 37	56 37	10 78 51
2657	12/1	Supermarket	15 00	15 00	
		New Richards	8 12	8 12	
		Dinner Reader	20 87	20 87	79 64
		115 P.M.	7 50	7 50	14
		Mark Dep.	6 00	6 00	
		115 P.M.	6 00	6 00	
		atm	20 00	20 00	706 04
2658	12/9	GNC	23 90	23 90	
	12/11	Family razor	12 99	12 99	
	12/11	Jackie's Art	17 50	17 50	
	12/11	Rite Aid	17 50	17 50	
	12/13	FACO Schwan's	17 37	17 37	102 46 32 34
	12/13	Dm. Sup.	15 00	15 00	
	12/14	Abco Dep.	20 71	20 71	
2659	12/13	Carol	15 00	15 00	
2660	"	MCN	20 00	20 00	
2661	"	U.S. Dep. of Edns	14 84	14 84	
2662	"	Deel	41 38	41 38	
2663	"	15BC (5120-2500-0486443)	41 38	41 38	
2664	"	Michael Shanks Agency	41 40	41 40	
2665	12/15	U.S.P.O.	4 00	4 00	1261 00
		Reader Digest	10 00	10 00	1246 99

PROTECT YOUR ACCOUNT - USE CHECKS IN SEQUENTIAL ORDER. RECONCILE STATEMENT PROMPTLY.

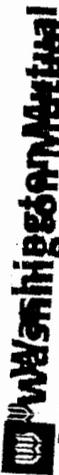
PLAINTIFF'S
EXHIBIT

A-1

EXHIBIT “A2”

NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT AMOUNT	✓ FEE	DEPOSIT AMOUNT	\$
	12/15/06	Reconclement				
12/20		CCC MPA DE	151.00			1246.94
12/21		Peo. P.C.	9.96	✓		
11/10/07		Autor. Debit. 10M LOAN	50			1095.94
12/16			4.54			1035.99
12/18		Parsons, Prude	91.66			
12/19		Metro	12.98			
"		atm	7.6	✓		9.39
		SlimmerBank Sportwear	33.93	✓		
12/20		Met Cash	23.20	✓		80.78
12/21		Met Food markets	71.04			
12/22		Monk	59.99			715.50
"		Dunne Ranch	39.41			
"		Dunne Ranch	23.69			
12/23		Bargain Nook	5.92			
"		U.S.P.O.	9.95			
		U.S.P.O.	1.26			
			7.00			
						59.60

welcome to



Date Time Machine/line

12/22/06 11:02 AM S2B04335

*****8017
2554 BROADWAY
NEW YORK NY

TRANS NUMBER 7774

WITHDRAWAL

FROM CHECKING

CURRENT BALANCE
AVAILABLE BALANCE\$75.43
\$12.45SHOP. SWIPE. SIGN.
WHAT WOULD YOU DO
WITH \$1,000?
SEE OFFICIAL RULES
IN ALL WAMU BRANCHES.
NO PURCHASE NECESSARY.

A-2

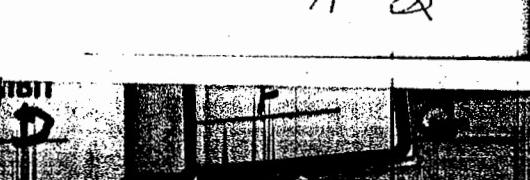
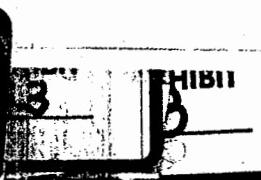


EXHIBIT “A3”

Enter checks, other transactions and service charges not recorded.

STEP 2 List outstanding checks, other transactions, POS, ATM, POS and other withdrawals.

ENTER CHECK NUMBER OR DATE	AMOUNT
2663	46
2664	14 40
POS 12/15	4 06
POS 12/11 2665	10
	74 46
TOTAL OUTSTANDING CHECKS & OTHER TRANSACTIONS	74 46

STEP 3 Enter checks, other amounts and other transactions.

DEposits since last statement

REBATE

Refund

Refund deposit

Refund check

BBG TOTAL

Bills, credits, etc. - T&I
Refund
Refund deposit
Refund
TOM STEWART
**IS SHOULD AGREE WITH
BALANCE IN YOUR
COUNT REGISTER**

BALANCES DO NOT AGREE

Check addition and subtraction in your register and above.

Compare your checks, other transactions, POS, ATM, POS and other withdrawals in your register with statement.

Compare deposit receipts and checks in your register with statement.

Be sure all checks, POS, ATM, POS and other payments and deposits are entered in your register.

Be sure any transaction or deposit is listed in the statement.

is your account subject to any overdrawn line of credit? If so, you may have to pay such fees and interest as well as any fees related to your overdraft or to any deferrals or extensions of your available balance and any fees related to your overdraft limit. Any overdraft limit is a line of credit. If you exceed it, you will be charged a fee and we would then generally require you to either make arrangements that reduce your available balance or take steps to make sure you always have available funds sufficient available funds to your account to pay your authorized purchases and transactions fees. If a withdrawal transaction is presented during a billing cycle, a transaction fee is charged for each transaction. Whether the item/transaction is paid off or not, the transaction fee is charged and deducted from the overdraft limit amount. If a charge is applied to your account, it will reduce the overdraft limit immediately.

OVERDRAFT LINE OF CREDIT ("ODLC") DISCLOSURES

These disclosures apply only to commercial lines of credit issued to consumers primarily for personal, family or household purposes.

DAILY PERIODIC CHARGE: on each advance made from the date we make advances until the date the advance is paid in full. This means that there is no grace period when advances are made after the due date and no accrual of interest on your Credit Line. The final charge is computed on the amount of advances for the "daily periodic rate(s)" applicable during billing cycles, using the formula set forth under Federal law, must be disclosed as part of the finance charge. We compute the finance charge for the billing period by: (1) multiplying "average daily balance" of your ODLG (including current transactions) for the portion of billing cycle that ended daily periodic rate is effective by the number of days the rate is effect; (2) multiplying each result by the applicable daily periodic rate; (3) adding the products together; and (4) adding to the total any other finance charges incurred during the billing cycle.

BILLING RIGHTS SUMMARY: In case of errors or questions about your billing statement, if you think your ODLG statement is wrong, or if you need more information about an ODLG transaction or your statement, write to us on a separate sheet of paper at: Washington Mutual Attn: Customer Relations, ODLG Unit, P.O. Box 834, Seattle, WA, 98111, as soon as possible, but no later than sixty (60) days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your right in your letter, give us the following information:

Your name and account number.

The dollar amount of the unexpected error.

The date you believe you can see if you can see, you believe there is an error.

Information about the error, including a description of the transaction you are investigating, but you are still obliged to pay, or any other information you question. While we investigate your question, we cannot repeat your order or pay back the money or credit the amount you question.

NOTICES OF FURNISHING NEGATIVE INFORMATION

WE MAY FURNISH INFORMATION CONCERNING YOUR ACCOUNT TO CREDIT BUREAU, DATE PAYMENTS MADE, PAYMENT STATUS, WHETHER DEFAULT ON YOUR ACCOUNT MAY BE REFERRED TO YOUR CREDIT REPORT.

BANKRUPTCY NOTICE

If you file for bankruptcy protection under the Bankruptcy Act, information concerning your bankruptcy filing may be furnished to creditors for informational purposes only.

ELECTRONIC FUND TRANSFER DISCLOSURES

IN CASE OF ERRORS OR MISORIES About Our Electronic Transfers

If you receive an electronic fund transfer statement or deposit slip from us, you may notice an error or mosity about your account. Please contact us by telephone or mail. We will promptly investigate your statement or receipt. You may receive your corrected statement or deposit slip within 10 days after we receive your first statement on which the problem or error appears.

If you receive an electronic fund transfer statement or deposit slip from us, you may notice an error or mosity about your account. Please contact us by telephone or mail. We will promptly investigate your statement or receipt.

Please tell us the dollar amount of the expected error.

If you tell us of an error or mosity, tell us you believe it is a personal error and account is used primarily for personal, family or household purposes, we will tell you the results of our investigation within 10 business days, or 10 business days if you request to receive a deposit (generally 30 days) after the first deposit made to the account. If you do not hear from us within 10 business days, we will correct any error promptly. If you receive a new statement or deposit slip up to 10 days or 30 days in the case of a new account in which you have opened outside of the United States, or are a BBG transaction, to investigate your complaint, you must tell us what you expect us to do this. We will credit your account within 10 business days or 30 days in the case of a new account for the amount you think is in error. You will bring the amount of the money during the time it takes us to complete our investigation. If we do not credit you for the amount you expect or if you do not receive it within 10 business day (30 days) of application, we may not credit your account. It is unlikely that there was no error. We will send you a written explanation within three business days after we finish our investigation. You may keep copies of the documents that we use in our investigation.

TRANSACTION DESCRIPTIONS

WE WILL DESCRIBE THE TRANSACTION AS IT WAS MADE.
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EXHIBIT “B”

December 24, 2006

Director
Board of Governors of the Fed. Reserve System
Division of Consumer & Community Affairs
Washington, D. C. 20551

Re: Washington Mutual
A/C #9360078541

Dear Director:

I spoke with a representative of Washington Mutual one hour and a half ago. She gave me a balance of \$1,624.61 as of 12/13/06. The credits from 12/12/06 totalled \$377.42. She told me I had \$100.00 left in my account from this balance of \$1,624.61. What has happened to the hundreds of dollars still missing?

I was bookkeeping major and I had to be accurate down to the last penny. When a financial institution can defraud hundreds of dollars from customers over a period of years, this is a federal crime. Notice the withdrawal slip attached to the second copy of a page from my check book which shows the banks says I can only withdraw \$12.45.

Washington Mutual feels that if they can claim I have insufficient funds in my account they will have all of my checks bounce and they can then charge me. This is how their line of credit works with me: they charge me per bounced check despite having a line of credit.

For almost two years Washington Mutual would charge me for an over limit fee even when money was in my account. By extorting money from me they hope to create a legal reason for continued over limit fees.

Please investigate, and make Washington Mutual refund all of the money they have extorted from me through the years.

Cc: Kerry K. Killinger Chairman & CEO
Securities & Exchange Commission

Yours truly,

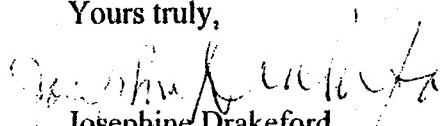

Josephine Drakeford

EXHIBIT “C/C”

Washington Mutual Bank, FA

DATE 01/30/07

VERDRAFT LINE OF CREDIT PAST DUE NOTICE

our Overdraft Line of Credit payment is past due. Please pay the amount past due right way, or deposit enough funds in your account to make the payment. If you wish to transfer funds to this account, or if you have any questions, give us a call at 1-800-788-7000. We're here 24 hours a day, 7 days a week.

JOSEPHINE DRAKEFORD
55 E 99TH ST APT 8D
NEW YORK NY 10029-6015

IMPORTANT ACCOUNT INFORMATION

LINE OF CREDIT PAYMENTS
P.O. BOX 6868
LAKE WORTH, FL 33466-6868

ACCOUNT NUMBER	936-007854-1
PAYMENT DUE DATE	01/30/07
AMOUNT PAST DUE	50.00
ODLOC BALANCE	335.37
CHECKING BALANCE	.00

F YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED, THIS IS FOR INFORMATIONAL PURPOSES AND IS NOT AN ATTEMPT TO COLLECT A DEBT.



EXHIBIT “D”

ACCOUNT # 09360000078541

ACCOUNT NAME DRAKEFORD JOS

FREE CHECKING

CURRENT BALANCE: \$0.01

DATE	WITHDRAWALS	DEPOSITS	CHECK #	DESCRIPTION
01/03/2007	-\$301.25 into new account			CUSTOMER WITHDRAWAL
01/02/2007	-\$50.00			AUTO PAYMENT TO ODLOC
01/02/2007	-\$23.90		2658	
12/29/2006		\$336.38		NYSLRS PENSION PR XXXXXXXX8411 0
12/28/2006		\$100.00		AUTO ADVANCE FROM ODLOC
12/28/2006	-\$91.66		2666	
12/28/2006		\$20.00		MC-MODELL'S #65 MANHATTAN NY
12/26/2006	-\$2.99			MC-MODELL'S #65 MANHATTAN NY
12/26/2006	-\$59.99			MC-MODELL'S #65 MANHATTAN NY
12/26/2006	-\$4.32 Duane Reade			125 EAST 86TH STRE NEW YORK 1226 STANY
12/26/2006	-\$7.02 U.S.P.O.			693 COLUMBUS AVENUE NEW YORK 1223 STANY
12/26/2006	-\$1.26 U.S.P.O.			693 COLUMBUS AVENUE NEW YORK 1223 STANY
12/22/2006	-\$9.95 Barnes 'n Noble			240 EAST 86TH STREET NEW YORK 1222 STANY
12/22/2006	-\$5.97 Duane Reade			125 EAST 86TH STRE NEW YORK 1222 STANY
12/22/2006	-\$23.49 Duane Reade			125 EAST 86TH STRE NEW YORK 1222 STANY
12/22/2006		\$50.00		AUTO ADVANCE FROM ODLOC
12/22/2006	-\$20.00 W.M.-atm			2554 BROADWAY NEW YORK 1222 GWFNY
12/21/2006		\$50.00		AUTO ADVANCE FROM ODLOC
12/21/2006	-\$10.00		2665	
12/21/2006	-\$14.40		2664	
12/21/2006	-\$20.00		2660	
12/21/2006	-\$15.71		2659	
12/21/2006	-\$1,000.00			CUSTOMER WITHDRAWAL
12/20/2006	-\$151.00			CCCS MD & DE, IN CCCS PYMNT 389597 0
12/20/2006	-\$71.04 MET FOODPS			235 EAST 106TH ST. NEW YORK 1220 STANY
12/19/2006	-\$11.38		2661	
12/19/2006	-\$41.00			DELL FINANCIAL CHECK PYMT 2662 0
12/19/2006	-\$46.00			HSBC CREDIT SVC2 CHECKPAYMT 2663 0
12/19/2006	-\$9.95			PEOPLE PC INT SVC 0
12/19/2006	-\$23.27 Rite Aid			741 COLUMBUS AVENUE MANHATTAN 1219 STANY
12/19/2006	-\$20.00 W.M.-atm			106TH ST & 3RD AVE #1 NEW YORK 1219 GWFNY
12/19/2006	-\$33.98			SLAMDUNK SPORTSWEAR NEW YORK 1219 STANY
12/19/2006	-\$76.00			130 LIVINGSTON ST 5TH 212-METROCARD 1219 STANY
12/18/2006	-\$4.54 U.S.P.O.			693 COLUMBUS AVENUE NEW YORK 1216 STANY
12/15/2006	-\$15.00		2657	
12/15/2006	-\$17.34			MC-FAO SCHWARZ INC. NEW YORK NY
2/15/2006		\$5.49 - Hwyway Stnl		2438 BRAODWAY@90TH ST NEW YORK 1215 GWFNY
2/15/2006	-\$4.06 U.S.P.O.			693 COLUMBUS AVENUE NEW YORK 1215 STANY
2/13/2006		\$789.00		US TREASURY 303 SOC SEC 0
2/12/2006	-\$15.62 Rite Aid			741 COLUMBUS AVENUE MANHATTAN 1212 STANY
2/12/2006	-\$21.19 Tork's			110 W 32ND ST 8TH FL NEW YORK 1212 STANY
2/11/2006	-\$12.99 G.N.C.			2496 BROADWAY NEW YORK 1209 STANY



EXHIBIT “E/E”

This Statement Covers

From: 01/06/07

Through: 02/06/07

Need assistance?

To reach us anytime,

For additional information,
call 1-800-788-7000

or visit us at wanu.com

JOSEPHINE DRAKEFORD
55 E 99TH ST APT 8D
NEW YORK NY 10093-6012

80549

NEW YORK NY 10029-8015

Enclosed is important information about changes that may affect your Washington Mutual accounts and services.
For questions, visit your Financial Center or call 1-800-788-7000.

Your Free Checking Detail Information

JOSEPHINE DRAKEFORD

Account Number: 936-007854-1
Washington Mutual Bank, FA

Pay bills online from a WaMu checking account at wamu.com. It's Fast, Easy and FREE. You can pay one bill or set up recurring payments, even view payment history online. Log-in today and click on Pay Bills and Loans.

Your Account at a Glance

Beginning Balance	\$0.01
Checks Paid	\$0.00
Other Withdrawals	-\$865.01
Deposits	+\$1,815.00
Ending Balance	\$950.00

Date	Description	Withdrawals (-)	Deposits (+)
01/10	Transfer Withdrawal	\$815.01	
01/10	US TREASURY 303 SOC SEC		\$815.00
02/01	Customer Deposit		\$1,000.00
02/01	Auto Payment To ODLOC	\$50.00	

**Calendar Year-To-Date Overdraft/Non-Sufficient Funds Charges
(excluding any charges which have been waived or refunded):**

Overdraft charges \$0.00

Overdraft charges \$0.00
Non-Sufficient Funds charges \$0.00

As of the statement end date, the fee for any Non-Sufficient Funds transaction, whether paid or returned, was \$32.00 per transaction.

003-X-83

Page 1 of 2

Deposits are FDIC Insured



Form CS50104B 000001864

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EXHIBIT “F”

Your Overdraft Line Of Credit Detail InformationJOSEPHINE DRAKEFORD Account Number: 936-007854-1
Washington Mutual Bank, FA**Your Account at a Glance**

Credit Limit	\$500.00	Prior Year Interest Collected	\$53.61
Available Credit	\$200.19	YTD Interest Collected	\$5.92
Closing Date	02/06/2007	Days in Current Cycle	32
Payment Due Date	03/03/2007		
Minimum Payment Due	\$50.00		

Overdraft Line of Credit Summary Information**Interest Summary Information**

Previous Balance	\$325.37	Daily Periodic Rate	.0438356%
Advances/Debits	+\$20.00	Days In Period	32
Payments/Credits	-\$50.00	Average Daily Balance	\$317.13
FINANCE CHARGES			
Interest Assessed	+\$4.44	Annual Percentage Rate	16.00%
New Balance	\$299.81		

Date	Description	Advances (+)	Payments (-)
01/30	Late Charge	\$10.00	
01/31	Annual Fee	\$10.00	
02/01	Auto Payment - Checking		\$50.00

JOSEPHINE DRAKEFORD

Washington Mutual
Line Of Credit Payments
P.O. Box 6868
Lake Worth, FL 33466-6868

Account Number: 936-007854-1

Minimum Payment Due	Current Payment Due	Past Due Amount	Payment Due Date	Amount Paid
\$50.00	\$50.00	\$0.00	03/03/2007	

For your convenience, we will automatically deduct the Minimum Payment Due from your checking account on the Payment Due Date.

If, however, you would like to make your payment prior to the due date, please cut off this portion of your statement and mail with your payment to the address shown above. Payments are also accepted at any Washington Mutual financial center.



EXHIBIT “G”



INCIDENT INFORMATION SLIP

PD 301-164 (Rev 3-98)-Penl (RMU)

Date: 01/04/07

Welcome to 020 Pct
(Command) (Address) (Telephone No.)

We hope that your business with us was handled satisfactorily. Your particular matter has been assigned the following number(s):

Complaint Report No.: 68 Pct 23 102st & 128th 860 - 6411 Accident Report No.: Aided Report No.:

Reported to: PO Rodriguez 2841 Date of Occurrence: Time:
(Rank) (Name) (Shield No.)

Location of Occurrence: Washington Mutual Bank - E 88th St NYC, NY

Crime: ID Theft

Please keep this report should you have to refer to this matter in the future. If you need any further assistance feel free to contact us at telephone number (212) 580 - 6411. Please let us know if you have any suggestions on how we can better serve you. As you may already know, we will provide you with a crime prevention survey of your residence or business. Please ask for more information on this and other crime prevention initiatives. Our goal is to make you and your property safe.

Complaint
Number 68

COURTESY — PROFESSIONALISM — RESPECT

REMEMBER: CALL "911" FOR EMERGENCIES ONLY!!!!

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